

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

BUSINESS: Pizza restaurant in Hollywood

ADDRESS: La Brea and Sunset Blvd

DESCRIPTION: newly built and operating in 1498sf with Beer and Wine.

ASKING PRICE: \$350,000 Sunset Blvd

This is intended to be a legally binding document. This agreement shall be governed by and enforced in accordance with the laws of the State of California, USA as applicable to contracts to be performed therein.

NAI Capital, Inc. ("Broker") is in possession of confidential information regarding the business described above ("Business") provided by the offeror of the Business ("Seller"). Undersigned parties (hereinafter Buyer) acknowledges their desire to receive from Broker any and all information pertaining to the Business and the Transaction ("Confidential Information"). In consideration of good and valuable services provided by Broker and confidential and valuable information provided, in good faith, by Seller, Buyer agrees to the following:

KEEP INFORMATION CONFIDENTIAL

Buyer acknowledges that any Confidential Information disclosed to others may be damaging to the Business and the Seller. Buyer understands that Confidential Information includes, without limitation: the fact that Business is for sale; financial details; identity of suppliers and customers; and any other disclosed information not generally known by public. Buyer and Buyer's Broker agree not to disclose Confidential Information to anyone other than his/her advisors and affiliates who have agreed to be bound by the same confidentially. Buyer agrees that all copies of materials and data provided shall be confidential and shall be returned to Broker in the event that Buyer decides not to pursue purchase of Business.

DIRECT ALL CONTACT THROUGH BROKER

With regard to the disclosed Business, neither Buyer nor Buyer's Broker will contact the Business owner, landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase, and negotiations relating to the purchase of any Business presented by Broker will be conducted exclusively through Broker.

USE INFORMATION FOR EVALUATION PURPOSE ONLY

Buyer agrees to use Confidential Information solely to evaluate Business for purchase and not for any other purposes whatsoever.

DO NOT CIRCUMVENT SELLER AND/OR BROKER

Buyer will not circumvent Seller and/or Broker by obtaining property leases, customers, employees, vendors, or any portion of Businesses using knowledge gained through Broker. Buyer will not circumvent Broker nor interfere with Seller's contractual obligations to Broker if entering into a transaction with Seller which would reasonable be construed as a sale or transfer of interest, in whole or in part, in a Business represented by Broker. If Buyer and should circumvent Broker and effect any such transaction with Seller within ONE (1) year after the date of signing below, the Buyer shall immediately become liable for the full commission specified by Broker. Buyer agrees not to solicit or entice employees of Business for one year after the date hereof.

CONFIDENTIAL INFORMATION IS PROVIDED BY SELLER

All information about the Business is provided by the Seller and is not verified by Broker. Buyer understands that purchasing a Business represents investment risks and that Buyer should obtain professional assistance from independent accounting, legal, and financial advisors to verify said information prior to consummating an agreement to purchase any Business. Buyer will not rely solely on the unverified information provided by Broker. Seller is the source of all representations made about the Business. Broker cannot verify the accuracy of said information and makes no warranty of guarantee, expressed or implied, as to the accuracy of such information.

PROVIDE EVIDENCE OF FINANCIAL ABILITY

Should Buyer enter into an agreement to purchase a Business, Buyer will provide a financial statement and a personal and Business history, and Buyer authorizes the Seller to obtain through, standard reporting agencies, financial and credit information about Buyer and/or the companies Buyer represents.

ENFORCEMENT

Seller and Business are intended third party beneficiaries of Buyer's and Buyer's Broker agreements and covenants herein. Buyer and Buyer's Broker each acknowledge and agree that any breach of their obligations hereunder will cause Seller and Business irreparable harm for which Seller and Business have no adequate remedy at law, and that Seller and Business shall be entitled to injunctive and other equitable relief to prevent a breach or continued breach of this agreement, in addition to any other remedies Seller and Business may have at law or in equity, and that this agreement shall be specifically enforceable in accordance with its terms.

ACKNOWLEDGMENT AND SELECTION OF BROKER

Broker, is broker for Buyer (Dual Agency) and is Broker for the Seller and has a contract providing a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller's Business. If Buyer has been registered in duplicate by more than one Broker a written confirmation by the Buyer acknowledging their choice of representation may be required.

In any action or proceeding, whether or not resulting in litigation, between any of the parties hereto or the intended beneficiaries hereof to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover, in addition to any damages or compensation received, its costs and expenses incurred in connection with such action or proceeding, including any reasonable attorney's fees, expenses and court costs.

We, the undersigned, understand and agree that this agreement is legally binding upon us and all our Brokers involved in the analysis and evaluation of disclosed information. We understand that Seller and/or Broker have the right to seek any and all lawful remedies to enforce the terms of this agreement. We acknowledge that we have read and understand the disclosures contained herein.

BUYER:

BUYER'S BROKER/AGENT:

SIGNATURE DATE

SIGNATURE DATE

PRINT NAME

PRINT NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER